

# PARTICIPANT WAIVER AND RELEASE OF LIABILITY

In consideration of allowing me to use the DeNooyer Ford test track, whose registration process requires me to accept this agreement, I hereby agree to the following Waiver and Release of Liability (Agreement):

1. **Waiver, Release of Liability and Covenant not to Sue:** My use of the DeNooyer Ford test track is voluntary and subjects me to the possibility of physical injury (which could be minimal, serious, and/or result in death) and loss of or damage to my vehicle or other property (collectively, Risks). Accordingly, I agree to the following:
  - a. I hereby release and hold harmless DeNooyer Ford and DeNooyer Land, LLC and their officers, directors, employees, agents, volunteers, and contractors (collectively, Releasees) from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from these Risks (Claims), including those caused by the negligent acts or omissions of any or all of the Releasees. I also covenant not to sue Releasees for these Claims and Risks.
  - b. I recognize the physical exertion involved in using the DeNooyer Ford test track and attest and certify that I am physically fit to do so safely, and I have not been advised otherwise by a health care professional.
  - c. As between each of the Releasees and me, I will be solely responsible for any and all medical and related bills that I may incur because of any injury, as well as costs related to loss or damage to my property, that I may sustain as a result of my use of the DeNooyer Ford test track, including those sustained on the DeNooyer Ford test track and while I am traveling to and from such test track, regardless of the location or mode of transportation.
  - d. This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on my behalf or on behalf of my estate.
  - e. I understand and give permission that while riding, driving or attending the course that photography/videography may result of any person. Any reproductions, adaptation of the images may be used for fundraising, marketing, publicity or other purposes to help achieve DeNooyer Ford and DeNooyer Proving Ground's aims. This might include (but is not limited to), the right to use them in printed and online publicity, social media, press releases and funding applications.
2. **General Provisions:**
  - a. I hereby expressly agree that (1) this Agreement shall be governed and construed according to the laws of the state of Michigan without regard to its conflict of laws provisions and (2) any action or proceeding concerning any Claim or the meaning or effect of any provision of the Agreement shall be conducted only in the federal or state courts located in Kalamazoo, Michigan, and that for such purposes, I expressly submit to the jurisdiction of such courts.
  - b. This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.
  - c. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect.

I warrant that I have read and understand that this Agreement involves my waiver and release of significant rights and my assumption of significant indemnification responsibilities in using the DeNooyer Ford Test Track.

Dated: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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## Customer Proving Ground Rules

1. Drive responsibly and within your limits, keep the vehicle under control at all times
2. All participants must acknowledge and sign the waiver and proving ground rules.
3. Max speed of 10 MPH
4. Be aware of all on and off Proving Grounds hazards including rocks, ruts, tree branches and brush.
5. Stay inside of the vehicle at all times except in case of emergency. If you or passengers need to exit the vehicle, it must be in park and turned off.
6. If the vehicle becomes stuck at some point, notify Proving Grounds personnel and they will assist with your recovery.
7. Keep all parts of your body inside of the vehicle while it is in motion
8. Seatbelts must be worn at all times.
9. Only one vehicle on the Proving Grounds at a time.
10. The driver is liable for any damage to the vehicle while on the Proving Grounds
11. Have fun!

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_